

REMARKS

Claims 1-23 are pending in the application.

Claims 1-23 have been rejected.

Rejection of Claims Under 35 U.S.C. §103

Claims 1-4, 6-10 and 12-23 stand rejected under 35 U.S.C. §103(a) as purportedly being unpatentable over U.S. Patent No. 5,699,527 issued to Davidson ("Davidson") in view of U.S. Patent No. 6,684,196 issued to Mini et al. ("Mini"). Applicants respectfully traverse this rejection.

In order for a claim to be rendered invalid under 35 U.S.C. §103, the subject matter of the claim as a whole would have to be obvious to a person of ordinary skill in the art at the time the invention was made. *See* 35 U.S.C. §103(a). This requires: (1) the reference(s) must teach or suggest all of the claim limitations; (2) there must be some teaching, suggestion or motivation to combine references either in the references themselves or in the knowledge of the art; and (3) there must be a reasonable expectation of success. *See* MPEP 2143; MPEP 2143.03; *In re Rouffet*, 149 F.3d 1350, 1355-56 (Fed. Cir. 1998).

As an initial matter, Applicants respectfully submit that the particular parts of the cited references that are relied upon in the Office Action have not been designated as nearly as practicable, and the pertinence of each reference has not been clearly explained, both as required by 37 C.F.R. §1.104(c)(2). *See also* MPEP §706.02(j). For example, the Office Action cites to a large swath of Mini in rejecting the independent claims, covering a quarter of column 4 and all of column 5, without any reference as to what within that

disclosure relates to claim elements. Applicants request that the Examiner more specifically point out portions of Mini upon which the Examiner believes elements of the independent claims read. *See* MPEP §§706, 707; 37 C.F.R. 1.104(c)(2). Nevertheless, the applicants have made every effort to respond to the rejections outlined in the Office Action.

Claims 1 and 7:

Independent Claims 1 and 7 each contain substantially the following claim limitations:

communicating a user interface to a client system via a network communication link, the user interface including a plurality of user interface displays configured to capture commercial loan application data; receiving the commercial loan application data via the network communication link; storing the commercial loan application data in a storage device; and communicating at least a portion of the commercial loan application data to the client system to pre-populate at least one data field of one of the plurality of user interface displays.

See, e.g., Claim 1. Applicants respectfully submit that neither Davidson nor Mini, alone or in combination, teach or suggest of all these limitations.

The Office Action admits that Davidson fails to provide disclosure that “the portion of the commercial loan application data communicated to the client system is used to pre-populate at least one data field of one of the plurality of user interface displays.” *See* Office Action, p.4. In order to remedy this deficiency of Davidson, the Office Action relies upon Mini. *Id.*

Applicants respectfully submit, however, that Mini fails to disclose pre-population of data fields of the user interface displays. The cited sections of Mini provide merely for the storage of inputted user information for populating printed

documents, there is no disclosure within Mini of using such information for pre-populating user interface displays such as those provided in the claims.

Mini purports to provide a system for “facilitating a transaction corresponding to real property between a seller and a buyer via a network.” Mini 4:7-10. Mini provides such a system through a web site. Mini 4:49-51. Mini’s website purportedly provides for input and storage of personal information of a buyer and such information is disclosed to be used to populate “forms and documents” pertaining to the transaction.

If the buyer is looking in a geographic region serviced by the web site (block 202), she is prompted to enter personal information for the purpose of starting the process (block 206). As will be discussed, this information may be used throughout the process to populate any of the large number of forms and documents which are part of a real estate transaction.

Mini 5:52-58. This section of Mini fails to provide any disclosure that the “forms and documents” which are populated by the entered personal information constitute user interface displays of a communicated user interface, as claimed. Mini’s website also purportedly provides for input and storage of seller information for use in populating documents.

Once the seller decides to become a client of the web site, she completes, signs and submits a variety of forms obtained online from the web site to formalize the relationship including, for example, various listing and agency agreements, disclosure forms, authorization forms, etc. (block 312). As discussed herein, the present invention streamlines the forms process for both seller and buyer by requiring that the user input a particular piece of information once, that information being stored in the system database for later use to populate the corresponding field in a subsequent document.

Mini 6:59-7:2. Again, Mini provides for storing seller information in a system database for later use in populating a field in a “document,” but Mini fails to provide any disclosure that the “document” is a user interface display of a communicated user interface, as claimed.

In describing Mini Figure 10, Mini again indicates that the information entered by a buyer is stored in a database and then is available for populating a form associated with other stages of the real estate transaction. *See* Mini 8:31-39. In disclosing the process of populating such forms, Mini provides the following:

An e-mail is then sent alerting the buyer that a package of documents will be sent to the buyer's address (block 1024). According to a specific embodiment, the package includes a copy of the contract, an agency disclosure form, a property grading sheet, blank property grading forms, a disclosure form about the web site and rebates, and an overnight mail return envelope. Referring now to FIG. 11, documents are populated with the buyer's information in the site database and printed (block 1102). The documents are assembled by either the customer service agent or the virtual agent (block 1104) and sent via courier or some other delivery service to the buyer for execution (block 1106). When the buyer receives the documents, she reviews and signs them and then sends them back to the virtual agent by return courier or other delivery service (blocks 1108 and 1110) where they are reviewed and checked for errors (block 1112). If the documents are not correct (block 1114), they are either reprinted, reassembled, and sent back to the buyer for execution (block 1102 et seq.), or the buyer is asked to fill out the registration form again (block 1004 et seq.).

Mini 8:56-9:8 (emphasis added). From this disclosure (and Mini Figure 11), it is clear that the personal information entered by the buyer is not used to populate user interface fields, but instead is used to populate printed documents and forms which are then sent via "courier or some other delivery service to the buyer for execution." None of the cited sections of Mini provide any disclosure that supplements or contradicts the plain meaning of the above passages.

For at least these reasons, Applicants respectfully submit that the cited sections of Mini fail to provide any disclosure of using a portion of commercial loan application data communicated to a client system to pre-populate at least one data field in one of a plurality of user interface displays. Since the Office Action admits that Davidson also

fails to provide such disclosure, Applicants submit that the combination of the references also fails to provide such disclosure.

The Office Action further relies upon Davidson as providing purported disclosure of “communicating at least a portion of the commercial loan application data to the client system.” See Office Action, p.4 (citing Davidson 4:45-51, 7:27-38, and claim 1). Applicants respectfully submit that the cited portions of Davidson fail to provide such disclosure.

As quoted above, independent Claims 1 and 7 provide for “communicating a user interface” that includes “a plurality of user interface displays configured to capture commercial loan application data.” The claims further provide for “receiving” and “storing” that commercial loan application data. Finally, the Claims 1 and 7 provide for “communicating at least a portion of the commercial loan application data to the client system.” Thus, the information communicated to the client system is at least a portion of the data captured by the plurality of user interface displays and subsequently received and stored.

The cited sections of Davidson fail to provide for communication of information that had been captured, received and stored, as claimed. The first section of Davidson cited by the Office Action provides:

6. The system can transmit an alarm(s), such as a warning message(s) or any notice(s), to a loan applicant regarding adverse action such as an overdraft or to simply notify the loan applicant of a change in the interest rate. The system can also be used as a marketing communication tool by transmitting product information as a mechanism for cross-selling.

Davidson 4:45-51 (emphasis added). This section of Davidson only provides for purported transmission of “alarms” such as warning messages or notifications and product information. There is no disclosure of providing any information that was

captured by a user interface and subsequently received and stored. The second section of Davidson cited by the Office Action provides:

If no additional information is required, as determined at step 152, a response is transmitted to the loan applicant at step 154 and the status of the loan application is displayed to the loan applicant at step 156. The provided loan status will indicate which step(s) of the loan application process were completed by the lending institution and which step(s) are not yet completed. This way, the loan applicant can obtain a current status of his or her loan. It is to be appreciated that the "Review Mode" typically will only provide the loan applicant with limited access, e.g. will only be able to read such information and not be able to alter the information.

Davidson 7:27-38 (emphasis added). This cited section only provides for the purported transmission of status information of a pending loan application and does not disclose provision of any information that was captured by a user interface and subsequently received and stored. Similarly, Claim 1 of Davidson provides only for "when in said review mode of operation, facilitate[ing] review [of] the loan application, by said loan applicant, so that said loan applicant may monitor processing of the loan application and determine the status of the loan application via bi-directional communication." Davidson 10:46-50. Again, Davidson's claimed "review" provides only for monitoring processing of the loan application and determining status, and does not provide disclosure of communicating information that was captured by a user interface and subsequently received and stored.

Applicants therefore respectfully submit that the cited sections of Davidson fail to provide disclosure of "communicating at least a portion of the commercial loan application data to the client system," as claimed. Nor does the Office Action suggest that Mini provides any such disclosure. In fact, as discussed above, Applicants respectfully submit that Mini fails to provide such disclosure. Therefore, Applicants submit that the combination of references also fails to provide such disclosure.

For at least the above reasons, Applicants submit that neither Davidson nor Mini, alone or in combination, provide disclosure of all the limitations of independent Claims 1 and 7, and all claims depending therefrom, and that these claims are in condition for allowance. Applicants therefore respectfully request the Examiner's reconsideration and withdrawal of the rejections to these claims and an indication of the allowability of same.

Claims 13 and 18:

Independent Claims 13 and 18 each contain substantially the following claim limitations:

receiving a user interface via a network communication link, the user interface including a plurality of user interface displays configured to capture commercial loan application data;

receiving a user input, the user input comprising entry of the commercial loan application data;

communicating the commercial loan application data to a server to store in a storage device; and

receiving at least a portion of the commercial loan application data from the server to pre-populate at least one data field of one of the plurality of user interface displays.

See, e.g., Claim 13. Applicants respectfully submit that neither Davidson nor Mini, alone or in combination, teach or suggest of all these limitations.

As with independent Claims 1 and 7, the Office Action admits that Davidson fails to provide disclosure of the claimed "receiving at least a portion of the commercial loan application data from the server to pre-populate at least one data field of one of the plurality of user interface displays." *See* Office Action, p.5. Likewise, to remedy this deficiency of Davidson, the Office Action relies upon the same sections of Mini discussed above. For the reasons discussed above with regard to Claims 1 and 7, Applicants respectfully submit that Mini fails to provide disclosure of the claimed receiving data to pre-populate data fields of one of the plurality of user interface displays.

Since the Office Action admits that Davidson also fails to provide such disclosure, Applicants submit that the combination of the references also fails to provide such disclosure.

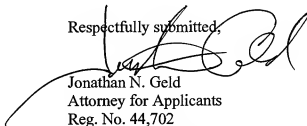
For at least the above reasons, Applicants submit that neither Davidson nor Mini, alone or in combination, provide disclosure of all the limitations of independent Claims 13 and 18, and all claims depending therefrom, and that these claims are in condition for allowance. Applicants therefore respectfully request the Examiner's reconsideration and withdrawal of the rejections to these claims and an indication of the allowability of same.

CONCLUSION

In view of the remarks set forth herein, the application and the claims therein are believed to be in condition for allowance without any further examination and a notice to that effect is solicited. Nonetheless, should any issues remain that might be subject to resolution through a telephonic interview, the Examiner is invited to telephone the undersigned at 512-439-5090.

If any extensions of time under 37 C.F.R. § 1.136(a) are required in order for this submission to be considered timely, Applicant hereby petitions for such extensions. Applicant also hereby authorizes that any fees due for such extensions or any other fee associated with this submission, as specified in 37 C.F.R. § 1.16 or § 1.17, be charged to deposit account 502306.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Jonathan N. Geld', is written over the typed name and contact information.

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